

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | CASE IN ACCORDANCE WITH DRAWING 8875990, REVISION B ADDITIONAL MARKINGS: ATTN: ZELDA BROWN, CODE T12ZB, (301) 744-1863 | 9,000 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0002 OPTION | CASE IN ACCORDANCE WITH DRAWING 8875990, REVISION B ADDITIONAL MARKINGS: ATTN: ZELDA BROWN, CODE T12ZB, (301) 744-1863 | | | | |

NET AMT

STEPLADDER PRICING

| STEPLADDER NAME | ITEM NO | FROM QUANTITY | TO QUANTITY | UNIT PRICE |
|-----------------|---------|---------------|-------------|------------|
| CLIN 0002 | 0002 | 1.00 | 500.00 | |
| | | 501.00 | 1,000.00 | |
| | | 1,001.00 | 2,000.00 | |
| | | 2,001.00 | 3,000.00 | |
| | | 3,001.00 | 4,000.00 | |
| | | 4,001.00 | 5,000.00 | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003 | CASE | | | | |
| OPTION | IN ACCORDANCE WITH DRAWING 8875990, REVISION B | | | | |
| | ADDITIONAL MARKINGS: ATTN: ZELDA BROWN, CODE T12ZB, (301) 744-1863 | | | | |

NET AMT

STEPLADDER PRICING

| STEPLADDER NAME | ITEM NO | FROM QUANTITY | TO QUANTITY | UNIT PRICE |
|-----------------|---------|---------------|-------------|------------|
| CLIN 0003 | 0003 | 1.00 | 500.00 | |
| | | 501.00 | 1,000.00 | |
| | | 1,001.00 | 2,000.00 | |
| | | 2,001.00 | 3,000.00 | |
| | | 3,001.00 | 4,000.00 | |
| | | 4,001.00 | 5,000.00 | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004 | CASE | | | | |
| OPTION | IN ACCORDANCE WITH DRAWING 8875990, REVISION B | | | | |
| | ADDITIONAL MARKINGS: ATTN: ZELDA BROWN, CODE T12ZB, (301) 744-1863 | | | | |

NET AMT

STEPLADDER PRICING

| STEPLADDER NAME | ITEM NO | FROM QUANTITY | TO QUANTITY | UNIT PRICE |
|-----------------|---------|---------------|-------------|------------|
| CLIN 0004 | 0004 | 1.00 | 500.00 | |
| | | 501.00 | 1,000.00 | |
| | | 1,001.00 | 2,000.00 | |
| | | 2,001.00 | 3,000.00 | |
| | | 3,001.00 | 4,000.00 | |
| | | 4,001.00 | 5,000.00 | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0005 | CASE | | | | |
| OPTION | IN ACCORDANCE WITH DRAWING 8875990, REVISION B | | | | |
| | ADDITIONAL MARKINGS: ATTN: ZELDA BROWN, CODE T12ZB, (301) 744-1863 | | | | |

NET AMT

STEPLADDER PRICING

| STEPLADDER NAME | ITEM NO | FROM QUANTITY | TO QUANTITY | UNIT PRICE |
|-----------------|---------|---------------|-------------|------------|
| CLIN 0005 | 0005 | 1.00 | 500.00 | |
| | | 501.00 | 1,000.00 | |
| | | 1,001.00 | 2,000.00 | |
| | | 2,001.00 | 3,000.00 | |
| | | 3,001.00 | 4,000.00 | |
| | | 4,001.00 | 5,000.00 | |

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY FULL TEXT

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code _T12ZB_____.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|--|--------|
| 0001 | 60 dys. ADC | 2,000 | NAVSEA INDIAN HEAD RECEIVING RECEIVING OFFICER BLDG 116 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 301/744-4861 FOB: Destination | N00174 |
| 0001 | 90 dys. ADC | 2,000 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0001 | 120 dys. ADC | 2,000 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0001 | 150 dys. ADC | 2,000 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0001 | 180 dys. ADC | 1,000 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0002 | 45 dys. ADC | 0 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0003 | 45 dys. ADC | 0 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0004 | 45 dys. ADC | 0 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |
| 0005 | 45 dys. ADC | 0 | (SAME AS PREVIOUS LOCATION) FOB: Destination | N00174 |

CLAUSES INCORPORATED BY FULL TEXT

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.219-6 | Notice Of Total Small Business Set-Aside | JUN 2003 |
| 52.204-7 | Central Contractor Registration | OCT 2003 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |
| 252.232-7003 | Electronic Submission of Payment Requests | JAN 2004 |
| 52.213-4 | Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) | JUL 2005 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.252-2 | Clauses Incorporated By Reference | FEB 1998 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION
AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

| <u>AREA</u> | <u>FROM</u> | <u>TO</u> |
|--------------------------------|--------------------|------------------|
| Procurement Dept. (BLDG. 1558) | 7:30 A.M. | 4:00 P.M. |
| | | |
| Receiving Branch (BLDG. 116) | 7:30 A.M | 11:00 A.M |
| | 12:30 P.M. | 2:00 P.M. |

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

Section J - List of Documents, Exhibits and Other Attachments

1. DRAWING 8875990, REVISION B
2. PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR QUOTE NUMBER N00174-06-Q-0024**

A. CONTRACTOR: _____

B. CONTRACT NUMBER _____

C. CONTRACT TYPE: _____

D. ORIGINAL CONTRACT VALUE: _____

E. CURRENT CONTRACT VALUE: _____

F. NATURE OF EFFORT: _____

G. PERIOD OF PERFORMANCE: _____

H. PLACE OF PERFORMANCE: _____

Send completed surveys to Joyce Weaver, Code C12A

by mail: Commander
 Indian Head Division
 Naval Surface Warfare Center
 Attn: Joyce Weaver, Code C12A
 Building 1558
 101 Strauss Avenue
 Indian Head, MD 20640

by email: joyce.weaver@navy.mil
by fax: 301-744-6547

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
QUOTE NUMBER: N00174-06-Q-0024

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N" for neutral.

EVALUATION CRITERIA

Neutral - The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

A - The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the Government's benefit. The assessed prior performance was accomplished with very few or very minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, highly effective. Performance of completed contracts either was consistently of the highest quality or exhibited a trend of becoming so. The offeror's past performance record leads to an extremely strong expectation of successful performance.

B - The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the Government's benefit. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. Performance over completed contracts either was consistently of high quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation of successful performance.

C - The offeror's performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some problems for which corrective actions taken by, or proposed to be taken by, the contractor were, or are expected to be, for the most part effective. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation of successful performance.

D - The offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The assessed prior performance reflected some serious problems, for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

F - The offeror's performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong

expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

CUSTOMER SATISFACTION

- | | |
|--|-------------|
| 1. The referenced contractor was responsive to the customer's needs. | N A B C D F |
| 2. The contractor's personnel were qualified to meet the requirements. | N A B C D F |
| 3. The contractor accurately estimated costs. | N A B C D F |

TIMELINESS

- | | |
|--|-------------|
| 4. The contractor ensured, to the extent of its responsibility, that all tasks were completed within the requested time frame. | N A B C D F |
|--|-------------|

TECHNICAL SUCCESS

- | | |
|---|-------------|
| 5. The contractor had a clear understanding of the work | N A B C D F |
| 6. The contractor completed tasks correctly the first time. | N A B C D F |
| 7. The contractor resolved problems. | N A B C D F |

QUALITY

- | | |
|---|-------------|
| 8. The contractor delivered reliable, quality services. | N A B C D F |
|---|-------------|

PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

9. Would you recommend this contractor for similar government contracts? Please explain.
10. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
11. In summary, which of the following would you choose to describe the quality of the referenced contractor's service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

12. In summary, which of the following would you choose to describe the referenced contractor's willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete this survey.

NAME

DATE

PHONE NO.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **332995**.

(2) The small business size standard is **500 Employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**I. GENERAL INSTRUCTIONS**

A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

B. The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and Certifications executed, and with prices in Section B.
2. Five (5) copies of the technical proposal, Volume I.
3. Three (3) copies of the past performance information, Volume II.
4. Three (3) copies of the cost/price proposal, Volume III.

Offerors are required to follow the specific instructions in submitting their information. Failure to do so may result in the Offeror's submission determined unacceptable and ineligible for award. The Contracting Officer or a designee upon receipt to insure compliance with the instructions contained in the RFQ shall screen each Offeror's submission. Elimination of an offeror for failure to follow the specific instructions in the RFQ is at the sole discretion of the Contracting Officer.

The following factors, listed in order of importance, shall be used to evaluate offers:

FACTORS

| | |
|-------------------------------------|---------------------|
| 1. Management and Quality Assurance | 40 Points |
| 2. Technical Comprehension | 30 Points |
| 3. Facilities and Equipment | 30 Points |
| 4. Past Performance* | As Set Forth Herein |
| 5. Price | <u>Not Scored</u> |
| TOTAL POINTS | 100 |

*Past Performance is equal in value to factor 1.

II. VOLUME I - TECHNICAL PROPOSAL

A. Technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements, which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The technical proposal shall be limited to fifteen (15) pages, single-sided, no foldouts, 1 1/2 spaced, 10 pitch type (or word processor equivalent). The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated. Specifically, the proposal shall be organized as follows:

1. Forward
2. Table of Contents (with proposal paragraphs cross reference to specific Statement of Work paragraphs)
3. List of Tables and Figures
4. Tabs (for ease of reference/location)
5. Resumes

NOTE: THE ABOVE SHALL BE EXCLUDED FROM THE 15 PAGE LIMIT

- B. The format and content of the technical proposal shall contain a response to each of the factors outlined below:

1. Management and Quality Assurance (40 Points)

- (a) The offeror shall provide an organization chart with information on how all work efforts will be managed.

The offeror shall identify procedures for tracking work in process and provide a milestone chart for each individual item. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as receipt of order and include the sequential start and finish times for the following events. This chart shall contain as a minimum the following time lines.

Receipt of order
 Ordering of material
 Receipt of material
 Start of manufacturing
 Inspection points
 Out-processing (Heat treat, plating etc)
 Completion of manufacturing
 Final inspection
 Shipping

The offeror shall provide a copy of their Quality Control manual which documents all aspects of corporate quality control. This manual shall be evaluated to insure the offeror has the appropriate controls in place to meet the requirements of item 1, Management and Quality Assurance and item 2, Technical Comprehension.

2. Technical Comprehension (30 Points)

The offeror shall provide an in-depth plan detailing how the following processes will be performed, controlled and monitored:

Subcontractor support for:

Purchase of incoming materials including verification of proper metals to Mil-Specs and hardness requirement verification and certification.
Protective finish application and adequacy of rating system used for selection of Platter. Plating procedures meet government drawings and specifications.
Hydrogen embitterment relief verification and special plating racks for complete internal coverage.

Mechanical calibration and measuring equipment:

Calibration intervals are based on stability, purpose and degree of use
Inspection laboratory has environmental controls
Calibration standards are traceable to National Institute of Standards and Technology (NIST)

Documentation Control:

Quality Assurance procedures
Specifications
Inspection instructions

Understanding of Dimensioning and Tolerance Standard ANSI Y14.5M-1982.

3. Facilities and Equipment (30 Points)

The offeror shall submit a plant facility and equipment list showing square footage of shop, number of people involved in the manufacturing process and listing all manufacturing and inspection machines/equipment available in-house to effectively produce and deliver all items for which they are requesting to be considered.

- C. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

III. VOLUME II – PAST PERFORMANCE

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Government will inquire about (1) customer satisfaction, (2) timeliness, (3) technical success, and (4) quality. Offerors shall provide a minimum of three references.

The offeror shall submit Past Performance Questionnaire to each of the references listed on the Past Performance Matrix; a minimum of three (3) is required. The offeror shall instruct the references to complete the Past Performance Questionnaire and email, mail or fax it directly to:

NAVSEA Indian Head
Attn: Joyce Weaver, Code C12A
101 Strauss Avenue, Bldg 1558
Indian Head, Maryland 20640-5035
Fax: (301) 744-6547
Email: joyce.weaver@navy.mil

The Offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information may be considered ineligible for award.

IV. VOLUME III – PRICE

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. The Contracts personnel to determine fair and reasonableness through the most appropriation method available will evaluate Price.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)
(NAVSEA/IHD)

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal
Past Performance
Cost/Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

A. TECHNICAL PROPOSAL (In descending Order of Importance)

1. The following technical factors shall apply:

Management and Quality Assurance
Technical Comprehension
Facilities and Equipment

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

I. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. Customer Satisfaction
- ii. Timeliness.
- iii. Technical Success
- iv. Quality

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Neutral - The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

A - The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the Government's benefit. The assessed prior performance was accomplished with very few or very minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, highly effective. Performance of completed contracts either was consistently of the highest quality or exhibited a trend of becoming so. The offeror's past performance record leads to an extremely strong expectation of successful performance.

B - The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the Government's benefit. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. Performance over completed contracts either was consistently of high quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation of successful performance.

C - The offeror's performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some problems for which corrective actions taken by, or proposed to be taken by, the contractor were, or are expected to be, for the most part effective. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation of successful performance.

D - The offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The assessed prior performance reflected some serious problems, for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or

exhibited a trend of becoming so. The offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

F - The offeror's performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. COST/PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

METHODOLOGY

The technical review team shall review the offerors' submission in response to Factors 1, 2, and 3. Each factor shall be reviewed based on the merits of the information contained in the offerors' submission. Each factor shall be reviewed and assigned a score as follows:

| | |
|---|---|
| Factor 1 – Management and Quality Assurance | Assigned a range of 0 to 40 points |
| Factor 2 – Technical Comprehension | Assigned a range of 0 to 30 points |
| Factor 3 – Facilities and Equipment | Assigned a range of 0 to 30 points |
| Factor 4 – Past Performance | Assigned a descriptor rating as detailed herein |
| Factor 5 – Cost/Price | Not scored |

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

| Offeror | 1,2 Factor & 3 Score* | Past Performance Rating | Cost/Price |
|---------|-----------------------|-------------------------|------------|
| A | 88 | Excellent | \$36,000 |

| | | | |
|---|------|-----------|----------|
| B | 93 | Excellent | \$47,500 |
| C | 0 ** | Good | \$39,500 |
| D | 89 | Excellent | \$37,200 |
| E | 93 | Poor | \$38,500 |

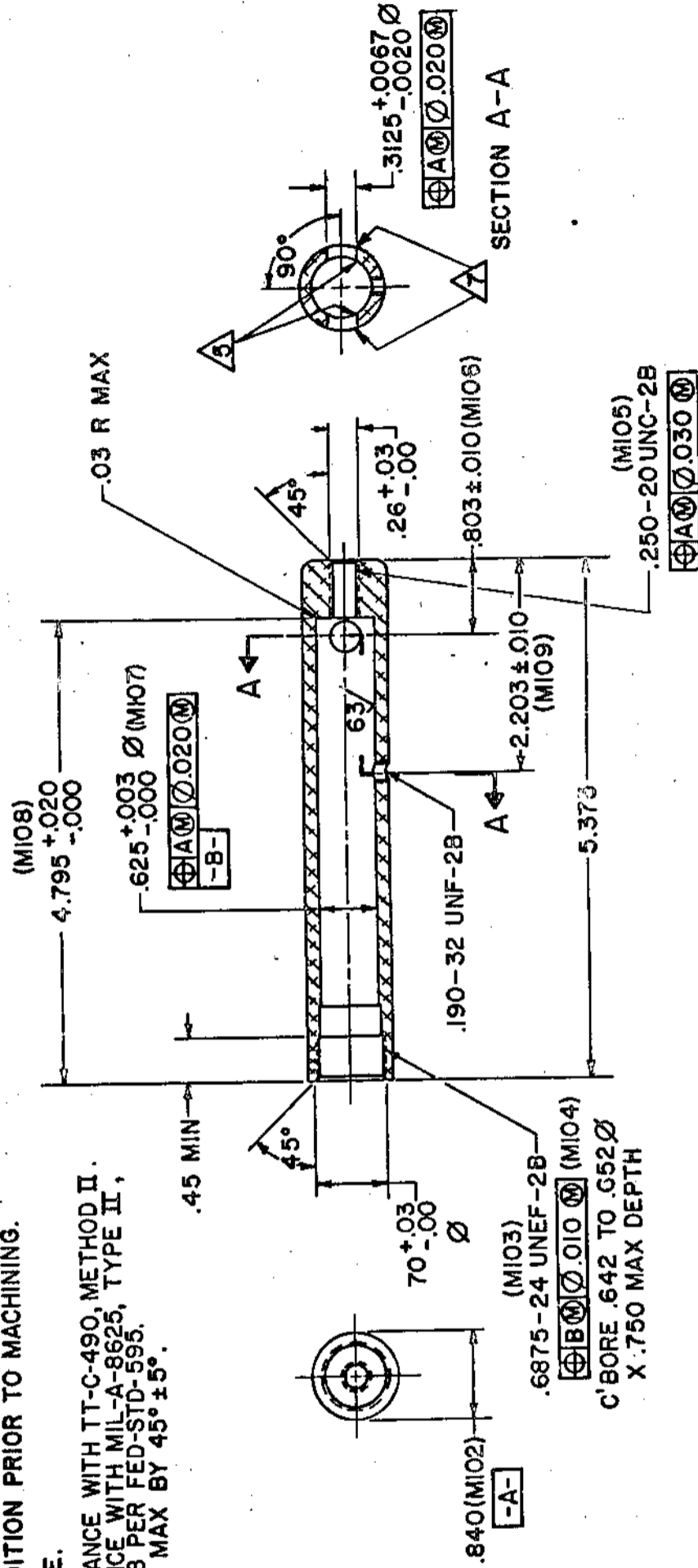
* Not to exceed 100

** Offeror did not comply with RFP instructions – was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past Performance rating.

| |
|---|
| CLASSIFICATION OF CHARACTERISTICS (WR43A) |
| CRITICAL - NONE |
| MAJOR - 9 |
| MINOR - ALL OTHER CHARACTERISTICS |

CLASS 2, BLACK NU. 37038 PER FED-STD-39
BREAK SHARP EDGES .05 MAX BY 45° ± 5°.



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